

Southern Pacific Transportation Company

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(415) 541-1000

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6/18/87
20.00
CC Washington, D. C.

RECORDATION NO. 9654-J
Filed 1425

JUN 18 1987 -12 45 PM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 9654-K
Filed 1425

JUN 18 1987 -12 45 PM

INTERSTATE COMMERCE COMMISSION

VIA FEDERAL EXPRESS

Ms. Noreta R. McGee
Secretary
Interstate Commerce Commission
Twelfth Street and Constitution Avenue, N.W.
Washington, D.C. 20423

RE: Agreement of Conditional Sale dated as of
August 1, 1978, among Southern Pacific
Transportation Company, First Pennsylvania
Bank, N.A., as Assignee, and General
Motors Corporation (Electro-Motive Division)

Dear Ms. McGee:

There are enclosed for recording, pursuant to the provisions of Title 49, United States Code, Section 11303, the original and four (4) counterparts each of Fourth Supplemental Agreement and Assignment and Transfer of Certain Road Equipment, each dated as of May 15, 1987, between Southern Pacific Transportation Company and First Pennsylvania Bank, N.A., amending the above-entitled Agreement of Conditional Sale and Agreement and Assignment dated as of August 1, 1978, together with this Company's voucher in payment of the recording fee.

The following documents have been recorded with the Commission under Section 11303 (former Section 20c) in this matter:

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Agreement of Conditional Sale dated as of August 1, 1978, between General Electric Company, General Motors Corporation (Electro-Motive Division), Greenville Steel Car Company, PACCAR, Inc., Portec, Inc. (Paragon Division), Pullman Incorporated (Pullman Standard Division), Thrall Car Manufacturing Company, and Southern Pacific Transportation Company, recorded on August 25, 1978, at 4:10 PM, assigned Recordation No. 9654;

Amendment Agreement dated as of October 10, 1978, recorded on October 13, 1978, at 3:50 PM, assigned Recordation No. 9654-A;

Amendment Agreement dated as of January 1, 1979, recorded on January 5, 1979, at 2:05 PM, assigned Recordation No. 9654-B;

Amendment Agreement dated as of October 15, 1979, recorded on November 5, 1979, at 11:05 AM, assigned Recordation No. 9654-C;

First Supplemental Agreement dated as of August 1, 1986, recorded on September 4, 1986, at 3:45 PM, assigned Recordation No. 9654-D;

Assignment and Transfer of Certain Road Equipment dated as of August 1, 1986, recorded on September 4, 1986, at 3:45 PM, assigned Recordation No. 9654-E;

Second Supplemental Agreement dated as of August 1, 1986, recorded on September 4, 1986, at 3:45 PM, assigned Recordation No. 9654-F; and

Assignment and Transfer of Certain Road Equipment dated as of August 1, 1986, recorded on September 4, 1986, at 3:45 PM, assigned Recordation No. 9654-G.

In connection with the recording of the enclosed Fourth Supplemental Agreement and Assignment and Transfer of Certain Road Equipment, each dated as of May 15, 1987, the following information is set forth in accordance with the provisions of Section 57.4 of the Commission's Order of July 28, 1952, as amended:

Fourth Supplemental Agreement dated as of May 15, 1987, between Southern Pacific Transportation Company Vendee, and First Pennsylvania Bank, N.A., Assignee.

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General Description of Equipment Covered by
Fourth Supplemental Agreement


<u>Number of Units</u>	<u>Description</u>
2	Diesel Locomotives; General Motors Corporation (Electro-Motive Division), builder; lettered SP and numbered 1500 and 1504 (GRIP Dates - January and June 1979, respectively).

Assignment and Transfer of Certain Road Equipment dated as of May 15, 1987, among Southern Pacific Transportation Company, Vendee, First Pennsylvania Bank, N.A., Assignee, and General Motors Corporation (Electro-Motive Division), Builder.

<u>Number of Units</u>	<u>Description</u>
1	3000 H.P. Diesel Locomotive; General Motors Corporation (Electro-Motive Division), builder; lettered SP and numbered 8507.

When the recording of the Fourth Supplemental Agreement and the Assignment and Transfer have been completed, will you kindly endorse, with the pertinent recording information, all executed counterparts thereof, and return the remainder of the same to the undersigned.

Very truly yours,


Lenona Young
Legal Assistant

Enclosures

cc: Mr. E. L. Johnson
(Attn: Mr. C. D. Tyler)

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INTERSTATE COMMERCE COMMISSION
FOURTH

SUPPLEMENTAL AGREEMENT

THIS FOURTH SUPPLEMENTAL AGREEMENT, dated as of May 15, 1987, by and between Southern Pacific Transportation Company, a corporation organized and existing under and by virtue of the laws of the State of Delaware (hereinafter called the "Company"), and First Pennsylvania Bank, N.A., a corporation organized and existing under and by virtue of the laws of the State of Pennsylvania (said Bank hereinafter called "Assignee"), with a principal office and place of business at 30 South 30th Street, Philadelphia, Pennsylvania, as Agent acting under an Agreement dated as of the first day of August, 1978.

WITNESSETH

WHEREAS, General Motors Corporation (Electro-Motive Division); a corporation organized and existing under and by virtue of the laws of the State of Delaware (hereinafter called the "Builder"), and the Company have entered into an Conditional Sale Agreement dated as of August 1, 1978 (hereinafter called "Conditional Sale Agreement"), pursuant to which Builder agreed to build, sell and deliver to the Company, and the Company agreed to purchase certain railroad equipment (hereinafter called the "Equipment"), consisting of diesel locomotives, all as described therein; and

WHEREAS, the Builder thereafter assigned its rights under the Conditional Sale Agreement and its right, title

and interest to the Equipment to the Assignee pursuant to an Agreement and Assignment dated as of August 1, 1978 (hereinafter called the "Assignment"), between the Builder and the Assignee; and

WHEREAS, the Conditional Sale Agreement and the Assignment were recorded with the Interstate Commerce Commission in accordance with Title 49, United States Code, Section 11303 on August 25, 1978, and assigned Recordation No. 9654; and

WHEREAS, a certain diesel locomotive (hereinafter called "Destroyed Equipment") comprising said Equipment has been destroyed, and in accordance with the provisions of said Conditional Sale Agreement, the Company has assigned and transferred to the Assignee other standard-gauge railroad equipment (hereinafter called the "Replacement Equipment"), hereinafter specifically described, free from all liens and encumbrances, at least equal to the depreciated value, determined as provided in the Conditional Sale Agreement, of the Destroyed Equipment at the time of its destruction; and

WHEREAS, the Conditional Sale Agreement provides that upon transfer of title to said Replacement Equipment to Assignee, the same shall immediately become subject to all of the terms and conditions of the Conditional Sale Agreement, as though part of the original Equipment delivered thereunder.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements hereinafter set forth, it is agreed by and among the parties hereto that:

1. The Conditional Sale Agreement is hereby amended to include the following described Replacement Equipment:

<u>Number of Units</u>	<u>Description</u>
2	Diesel Locomotives; General Motors Corporation (Electro-Motive Division), builder; lettered SP and numbered 1500 and 1504 (GRIP Dates - January and June 1979, respectively).

The above-described Replacement Equipment is hereby made subject to all of the terms and conditions of the Conditional Sale Agreement, as though part of the original Equipment delivered thereunder.

2. The Assignment is hereby amended to permit the aforesaid amendment to the Conditional Sale Agreement as though originally set forth in the Conditional Sale Agreement.

3. The Company will promptly cause this Fourth Supplemental Agreement to be filed and recorded with the Interstate Commerce Commission in accordance with Section 11303.

4. Except as amended and supplemented hereby, the Conditional Sale Agreement and the Assignment shall remain unaltered and in full force and effect.

5. This Fourth Supplemental Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart. Although this Fourth Supplemental Agreement is dated for convenience as of May 15, 1987, the actual date

or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgements hereto annexed.

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Supplemental Agreement to be duly executed as of the date first above written.

SOUTHERN PACIFIC
TRANSPORTATION COMPANY

By E. J. Seery
Treasurer

Attest:

J. F. Donnell
Assistant Secretary

FIRST PENNSYLVANIA BANK, N.A.,
as Agent

By [Signature]
Assistant Vice President

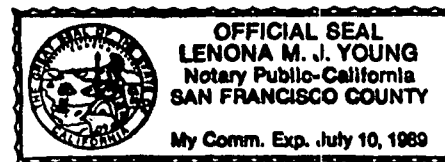
Attest:

[Signature]
Assistant Secretary

STATE OF CALIFORNIA)
)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

On this 15th day of May, 1987, before me personally appeared E. F. GRADY, to me personally known, who being by me duly sworn, says that he is Treasurer of SOUTHERN PACIFIC TRANSPORTATION COMPANY; that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Lenora M. J. Young
Notary Public



COMMONWEALTH OF PENNSYLVANIA)
) ss.
CITY AND COUNTY OF PHILADELPHIA)

On this 21st day of May, 1987, before me personally appeared LYNN A. TUZINSKI, to me personally known, who, being by me duly sworn, says that she is Assistant Vice President of FIRST PENNSYLVANIA BANK, N.A.; that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Lynne N. McCorry
Notary Public

LYNNE N. MCCORRY
Notary Public, Phila., Phila. Co.
My Commission Expires July 2, 1990